

BANK ONE

Revolving Credit Mortgage

This Mortgage is made this 5th day of August, 1994 between the Mortgagor BANK ONE, CHICAGO, NA FKA FIRST ILLINOIS BANK OF WILMETTE, AS TRUSTEE UNDER A TRUST AGREEMENT DATED AUGUST 9, 1990 AND KNOWN AS TRUST NUMBER TAB-0909

and the Mortgagee BANK ONE, CHICAGO, NA ("Mortgagee") whose address is P.O. BOX 7070 ROSELAND IL 60618-7070 (City) (State) (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated August 5, 1994

as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagor under certain conditions will make loan advances from time to time to Mortgagee or Mortgagee's beneficiary (if applicable) until the last business day of the 120th full calendar month following the date of the Agreement

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of the Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby shall not at any time exceed \$ 124,000.00

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior loans, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagor contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made in hereunder contemporaneously herewith or to be made in the future,

Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK, State of ILLINOIS and described as follows:

UNIT NO. 1-F TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS IN 1900 OAK CONDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21376297, IN SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94734572

DEPT-01 RECORDING 625.50
701111 TRAN 6327 08/19/94 12127100
#4360 CG \*-94-734572
COOK COUNTY RECORDER

Common Address 1900 OAK AVE. UNIT 1-F, TWENTH, IL COOK
Property Tax No 11-18-314-019-1109

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage, and all of the foregoing, together with said property (or the household estate if this Mortgage is on a leasehold), are herein referred to as the "Property"

Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by

NA recorded with the Recorder of Deeds NA
County NA as Document No NA ("prior mortgage")

Mortgagee further covenants

- 1 To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided. It being specifically understood that although Mortgagee may take such curative action, Mortgagee's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.
2 To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property

This instrument prepared by and to be returned to Bank One, CHICAGO, NA
Address P.O. BOX 7070
ROSELAND, IL 60618-7070
LOW OPERATIONS



Handwritten signature/initials



# UNOFFICIAL COPY

2 1 7 7 5

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BANK ONE, CHICAGO, NA  
1200 CENTRAL AVE.  
WILMETTE, ILLINOIS 60091

AS TRUSTEE UNDER TRUST NO. TWB-0909 AND NOT PERSONALLY.

BY *Edna W. Ross*

**EDNA W. ROSS**  
LAND TRUST ADMINISTRATOR

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